



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

X	New	Vendor Code		SC	Dept.	A	Contract Number	
	Change							
	Cancel							
County Department					Dept.	Orgn.	Contractor's License No.	
Human Services System								
County Department Contract Representative					Telephone		Total Contract Amount	
Lori Ciabattini					388-0253		\$16.97/hour	
Contract Type								
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason: <u>Employment Contract</u>								
Commodity Code			Contract Start Date		Contract End Date		Original Amount	Amendment Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
AAA	DPA						11104100	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Project Name				Estimated Payment Total by Fiscal Year				
Children's Fund				FY	Amount	I/D	FY	Amount
Special Events Coordinator								
Administration								

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Children's Fund, hereinafter called the County, and

Name

Melissa J. Martinez

hereinafter called Contractor

Address

Address on file

Telephone

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, County desires to obtain the services of Contractor on the terms and conditions set forth in this Agreement, and

WHEREAS, Contractor has the skills and knowledge necessary to provide services for the Children's Fund;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Under the direction of the Executive Director of the Children's Fund or his/her designee, Contractor's duties may include, but are not limited to, the following:

- A. Plan and execute all Special Events, with emphasis on the Annual Rubber Duck Race, Celebration of Giving Campaign, AGA Golf Tournament and President's Circle Forum.
- B. Plan and carry out the marketing, public relation and communication programs to inform both internal and external publics of the activities and services as related to all Special Events, in conjunction with Committees, volunteers and staff.
- C. Prepare and monitor budget reports as related to all Special Events.
- D. Maintain a dynamic web site. Research and recommend means to implement E philanthropy as an integral part of the Agency's fundraising plan, with Marketing Committee.
- E. Coordinate the production of audio and visual materials related to public relations and marketing, including negotiation with vendors and solicitation of in-kind services.
- F. Implement a public relations and community awareness program for the agency including: media relations, communications, print materials and public speaking/speakers bureau.
- G. With appropriate staff and Marketing Committee, develop a marketing plan relating to the annual and long-term goals of the Agency.
- H. Maintain general and on-going media relations through use of news releases, public service announcements, press conferences and other mass media techniques.
- I. Other projects/duties as assigned by the Executive Director.
- J. Provide vacation and temporary relief as required.
- K. Travel throughout the County as required.

II. CONFLICT OF INTEREST

As a condition of employment, Contractor does hereby agree to follow and uphold the Conflict of Interest policy of the County's Personnel Rules as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. Contractor is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County employment.

III. TERM

This agreement shall be effective May 5, 2004, and shall remain in effect for one year and shall be automatically renewed for one-year periods subject to the termination provisions of this paragraph. Notwithstanding the foregoing, either party may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County. Contractor shall serve at the pleasure of the appointing authority, the Assistant County Administrator – Human Services System, or his/her designee, who shall have the full authority and discretion to exercise County rights under this paragraph.

IV. COMPENSATION OF CONTRACTOR

Upon the effective date of this Contract, Contractor shall be considered a contract employee in the County's Unclassified Service.

- A. Contractor shall be compensated for services rendered at the rate of \$16.97 per hour worked.
 - 1. Salary increases based upon work performance evaluation may be granted by the Executive Director of Children's Fund, not to exceed 5% annually. Work Performance will be evaluated six months from date of hire, and annually thereafter.
 - 2. Payment for services shall be made on a biweekly basis.
- B. Except for salary adjustments and step advancements, Contractor shall receive the same economic benefits as are provided to employees in the Administrative Services unit. Notwithstanding the foregoing, Contractor shall receive the same overtime compensation as is provided employees in the Administrative Services unit.
- C. Contractor shall participate in the County's retirement system during the term of this Contract and shall receive the same retirement system contributions as employees in the Administrative Services unit.

V. GENERAL PROVISIONS RELATING TO CONTRACTOR

- A. Submission of hours worked shall be on the County's Time and Labor Report (TLR).
- B. If the services to be performed under this agreement require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of this Agreement.

Contractor agrees to allow County to obtain a Department of Motor Vehicles report of Contractor's driving record.

In order for Contractor to be able to use a private vehicle during the performance of this Agreement, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

- 1. Fifteen thousand dollars (\$15,000) for single injury or death;
- 2. Thirty thousand dollars (\$30,000) for multiple injury or death;
- 3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this paragraph shall be deemed cause for termination of this Agreement, pursuant to Section III.

- C. Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this Contract. Contractor shall submit to a pre-employment medical examination through the County's Center for Employee Health and Wellness.
- D. In the event this Contract is terminated for the purpose of making Contractor a regular County employee, Contractor shall maintain all previously achieved rates of accrual, leave balances and benefit date, excluding seniority date.
- E. Contractor shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for the services required hereunder.
- F. Contractor shall be covered by the County's General Liability and Workers' Compensation insurance coverage during the hours actually worked under this Contract.

VI. CONCLUSION

This contract, consisting of six (6) pages, is the full and complete document describing services regarding the Contractor's rights and obligations of the parties, including all covenants, conditions and benefits.

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

By ► _____
(Authorized signature - sign in blue ink)

Name Melissa J. Martinez
(Print or type name of person signing contract)

Title Special Events Coordinator
(Print or Type)

Dated _____

Address _____ Address on file _____

Approved as to Legal Form

► _____
Andy Hartzell, County Counsel

Date _____

Reviewed by Contract Compliance

► _____
Lori Ciabattini, HSS Contracts

Date _____

Presented to BOS for Signature

► _____
Carol L. Anselmi, Assistant County Administrator

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By